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June 29, 1998

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RECORDATION NO. 21487 FILED

JUN 30 '98

11-20AM

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RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Secretary  
Surface Transportation Board  
1925 K Street, NW  
Suite 704  
Washington, DC 20423

Attention: DOCUMENTS FOR RECORDATION

Re: Primary Document for Filing

Dear Secretary:

I am an attorney representing a party to the enclosed documents. I have enclosed two original counterparts of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the United States Code and the regulations adopted thereto.

The document is:

Assignment of Rents and Leases, a primary document.

The names and addresses of the parties to the enclosed documents are as follows:

Debtor: Trinity Chemical Industries, Inc.  
8801 South Yale Avenue, Suite 210  
P.O. Box 701436  
Tulsa, Oklahoma 74137

Secured Party: General Electric Capital Corporation  
44 Old Ridgebury Road  
Danbury, Connecticut 06810

Secretary  
Surface Transportation Board  
June 29, 1998  
Page 2

A description of the equipment covered by the foregoing document follows:

Fifty (50) railroad tank cars, built by various manufacturers between 1967 and 1981, currently, or in the future bearing the marks and numbers indicated on the Schedule to the document.

A fee of \$ <sup>26.00</sup>~~57.00~~ is enclosed. Please return any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each stamped with your recordation number to the bearer of this letter.

A short summary of the documents to appear in the index follows:

Assignment of Rents and Leases dated as of June 18, 1998, from Trinity Chemical Industries, Inc., Tulsa, Oklahoma, to General Electric Capital Corporation, Danbury, Connecticut, affecting fifty (50) railroad tank cars.

Yours very truly,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By

  
Richard Demarest Yant

Enclosures

1199200.1

1199200.0

JUN 30 '98

11-20AM

## ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") is granted as of June 18, 1998, by TRINITY CHEMICAL INDUSTRIES, INC., an Oklahoma corporation ("Guarantor"), to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GE Capital").

## RECITALS:

- A. GE Capital extended certain credit and other financial accommodations to Trinity Chemical Leasing, L.L.C. ("TCL"), which are evidenced by a certain Promissory Note of even date herewith and secured by certain railroad rolling stock described on Schedule 1 hereto (the "Railcars") and certain other assets pursuant to a Mortgage - Security Agreement of even date herewith (the "Mortgage").
- B. The obligations of TCL to GE Capital are guaranteed by Guarantor pursuant to that certain Corporate Guaranty of even date herewith (the "Guaranty").
- C. Guarantor is the Lessee of the Railcars from TCL.
- D. Guarantor has agreed to grant to GE Capital the liens and security interests in all of its leases with respect to any of the Railcars, including the leases described on Schedule 2 hereto and other personal property described herein

NOW, THEREFORE, it is agreed:

SECTION 1. ASSIGNMENT.

Section 1.1 Capitalized Terms. All capitalized terms used in this Assignment, and not otherwise defined, shall have the meanings ascribed thereto in the Mortgage.

Section 1.2 Assignment of Rents. To additionally secure payment and performance of its obligations to GE Capital, Guarantor hereby assigns, conveys, transfers and sets over absolutely to GE Capital all rights to the rents and other payments due under an of the Leases (as herein defined) (the "Rent") and hereby constitutes GE Capital as its attorney, in its name to take all legal measures which may be proper or necessary for the complete recovery of the Rent; provided, however, that so long as no Default has occurred, Guarantor shall have the right to continue to collect all Rent.

Section 1.3 Direction to Pay. Upon a Default and expiration of the applicable sixty (60) day period referenced in Section 3.1(a) below, , Guarantor shall immediately direct all obligors of the Rent to make payment thereof to or at the direction of GE Capital.

Section 1.4 Grant of Security Interest. As security for each the Guarantor's obligations under the Guaranty, Guarantor hereby grants to GE Capital a security interest in and chattel mortgage on all of the following (the "Collateral"):

- (a) All of Guarantor's leases, assignments, usage agreements, management agreements, bailment agreements and any other arrangements to deliver possession relating to the Railcars, including, without limitation, the leases described on Schedule 2 hereto (collectively, the "Leases"), whether now or hereafter existing, between the Guarantor as lessor and other parties as lessees, users or otherwise (the "Lessees"), including, without limitation, (i) all rents thereunder, (ii) all claims for damages arising out of the breach of any Lease, (iii) the right, if any, to terminate any Lease, to perform thereunder and to compel performance of the terms thereof, (iv) the right to take possession of the Railcars and to use any and all of the Railcars, subject to the right of the Lessees therein, (v) the right to make all waivers and agreements and to enter into any amendments relating to any Lease or any provision thereof, (vi) the right to take such

action upon the occurrence of an event of default under any Lease, including, without limitation, the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by any Lease or by law, and (vii) all other rights, claims, causes of action, if any, which Guarantor may have against any Lessee with respect to any Lease including, without limitation, the right to exercise any options or remedies under such Leases and the right to enforce any indemnification provision under the Lease; and

(b) All books, records, reports and documents, in whatever form and wherever located relating in any way to the foregoing, including, without limitation, all lease records and reports (the "Records").

Section 1.5. Guarantor's Agreements with Respect to the Leases. To protect the grant of security interest to GE Capital in the Leases, Guarantor hereby agrees and warrants as follows:

(a) Guarantor shall faithfully abide by, perform and discharge each and every material obligation, covenant, condition, duty and agreement which the Leases provide are to be performed by Guarantor.

(b) Guarantor will either (i) deliver to GE Capital the chattel paper original of the Leases, or (ii) cause each original of the Leases to be conspicuously stamped with a legend which reads as follows:

ASSIGNED

THIS CHATTEL PAPER (INCLUDING ALL SCHEDULES, ATTACHMENTS, AND AMENDMENTS THERETO) HAS BEEN ASSIGNED TO GENERAL ELECTRIC CAPITAL CORPORATION

and allow GE Capital to inspect all original Leases to ensure that each original Lease has in fact been conspicuously stamped with the foregoing legend, and provide GE Capital with a copy of each stamped Lease.

(c) Debtor has good title to each Lease and the right to all rent and other payments due thereunder, free and clear of all liens, claims or other encumbrances; and each of the Leases is genuine and represents a valid and binding contract and is and will be enforceable in accordance with its terms, except to the extent that enforcement of remedies may be limited by applicable bankruptcy, insolvency or similar laws;

(d) The Leases and all of Lessees' rights under the Leases are subject and subordinate to this Assignment and the rights of GE Capital hereunder

(e) No more than ten (10) of the Railcars will be located in Mexico at any one time, and Debtor shall not consent to any material modification of any Lease without the prior written consent of GE Capital.

SECTION 2. DEFAULT

Section 2.1. Default. The occurrence of any of the following shall constitute a Default hereunder: (a) an Event of Default under the Mortgage, (b) any default under the Guaranty, or (c) any breach by Guarantor of any of its warranties or obligations under this Assignment.

### SECTION 3. REMEDIES.

Section 3.1. Remedies. Upon the occurrence and during the continuance of any Default hereunder, if Guarantor does not promptly perform its obligations under the Guaranty, GE Capital shall have such rights and remedies available to a secured party under applicable law all of which rights and remedies shall be cumulative, and non-exclusive. In addition to all such rights and remedies, the sale, lease or other disposition of the Collateral, or any part thereof, by GE Capital after a Default may be for cash, credit or any combination thereof, and GE Capital may purchase all or any part of the Collateral at public or, if permitted by law, private sale, and in lieu of actual payment of such purchase price, may set off the amount of such purchase price against the Liabilities then owing. Any sales of the Collateral may be adjourned from time to time with or without notice. GE Capital shall have the right to conduct such sales at Guarantor's expense, on such occasion or occasions as GE Capital may see fit. In addition to, and without limitation of the foregoing, GE Capital may do any one or more of the following acts:

(a) direct any Lessee to pay any or all rents thereafter becoming due under any of the Leases to GE Capital, cash any checks and negotiate any other instrument or compromise any claim, in each case in respect of the Collateral, if desirable in the name of Guarantor; provided however, that GE Capital agrees not to direct any Lessee to make payment to GE Capital until: (i) in the case of a Default pursuant to Section 2.1(a) above, sixty (60) days after the occurrence of the event which gave rise to an Event of Default under the Mortgage, (ii) in the case of a Default pursuant to Section 2.1(b), sixty (60) days after the occurrence of the event which gave rise to the default under the Guaranty, and (iii) in the case of a Default pursuant to Section 2.1(c), sixty (60) days after the Guarantor's breach of any warranties or obligations under this Agreement.

(b) perform or discharge any obligation or duty of Guarantor under any of the Leases to such extent as GE Capital may deem necessary or advisable to protect the security provided hereunder;

(c) institute legal proceedings to foreclose upon and against the security interest and the chattel mortgage in any of the Collateral to recover judgment for all amounts then due and owing;

(d) demand, collect, and retain all hire, earnings and other sums due and to become due to Guarantor in respect of the Collateral from any party whomsoever, accounting only for the net earnings arising from such use, if any, after charging against any receipts from the use of the same and from any subsequent sale thereof all costs and expenses of and damages or losses by reason of, such use or sale;

(e) sell or dispose of in a commercially reasonable manner all or any part of the Collateral, free from any and all claims of Guarantor or of any other party claiming by, through or under Guarantor at law, in equity, or otherwise, at one or more public or private sales, in such place or places, at such time or times, and upon such terms as GE Capital may determine, in its sole and complete discretion and in light of the best interests of GE Capital; or

(f) assign its rights and interests in any and all of the Leases, without Guarantor's consent, to any successor or assignee of GE Capital or to any other third party.

In the event that GE Capital exercises any of its rights under this Agreement, all payments or proceeds received by GE Capital resulting from such exercise shall be applied first to GE Capital's expenses incurred in connection therewith and then in accordance with the terms of the Notes.

3.2 Power of Attorney. Upon the occurrence of a Default, GE Capital shall have power of attorney to take any action on behalf of or in the name of Guarantor as to the Collateral, including, without limitation, directing disposition of any Collateral or change in any register including the Uniform Machine Language Equipment Register and the Official Railroad Equipment Register.

3.3 Waiver by Guarantor. To the extent permitted by law, and except as otherwise expressly provided herein to the contrary, Guarantor covenants that it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take, or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Collateral or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and, to the full extent legally permitted, hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of Guarantor acquiring any interest in or title to the Collateral, or any part thereof subsequent to the date of this Agreement, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to GE Capital, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

3.4 Sale or Other Disposition of Collateral by GE Capital. Any notice required to be given by GE Capital of a sale, lease or other disposition or other intended action by GE Capital with respect to any of the Collateral which is deposited in the United States mails, postage prepaid and duly addressed to Guarantor at the address provided herein, at least ten (10) Business Days prior to such proposed action shall constitute fair and reasonable notice to Guarantor of any such action. Guarantor agrees that GE Capital has no obligation to preserve rights to the Collateral against any other parties.

3.5 Reporting Marks. GE Capital is hereby granted a license or other right to use on the Collateral, without charge, Guarantor's "TCIX" alpha code railroad reporting mark or any other alpha code railroad reporting marks within the meaning of the rules of AAR, any Governmental Authority, the Uniform Machine Language Equipment Register or otherwise, which have been or are hereafter used on the Collateral by Guarantor.

#### SECTION 4. GENERAL.

Section 4.1. Rights Cumulative. Each and every power and remedy hereby specifically given to GE Capital shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time simultaneously and as often and in such order as may be deemed expedient by GE Capital. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of GE Capital in the exercise of any such power or remedy and no renewal or extension of any payments due under the Loan Agreement or hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment or other indulgence duly granted to Guarantor shall not otherwise alter or affect GE Capital's rights or the Liabilities. GE Capital's acceptance of any payment after it shall have become due shall not be deemed to alter or affect the Liabilities or GE Capital's rights hereunder with respect to any subsequent payments or default therein.

Section 4.2. Waiver. Except as otherwise provided in this Assignment or the Loan Agreement, Guarantor, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, or any other requirements with respect to the enforcement of GE Capital's rights under this Assignment.

Section 4.3. Section Headings, Effect and Modification of Agreement. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Assignment.

Section 4.4. Modifications. No variation or modification of this Assignment and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of GE Capital and Guarantor.

Section 4.5. Notices. Except as otherwise expressly herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered (i) three (3) days after deposit in the United States mails, with proper postage prepaid, (ii) when sent after receipt of confirmation or answerback if sent by telecopy, telex or other similar facsimile transmission, (iii) one (1) Business Day after deposited with a reputable overnight courier with all charges prepaid, or (iv) when delivered, if hand-delivered by messenger, all of which shall be properly addressed to the party to be notified and sent to the address or number indicated as follows:

(i) If to GE Capital at:

General Electric Capital Corporation  
44 Old Ridgebury Rd.  
Danbury, CT 06810  
Attn: Collections

Fax Number: (203)796-1303

(ii) If to Guarantor at:

Trinity Chemical Industries, Inc.  
8810 S. Yale, Suite 210  
Tulsa, OK 74137  
Attn: Richard Fenimore

Fax Number: (918)495-3561

or to such other address or number as either party designates to the other in the manner herein prescribed.

Section 4.6. Law Governing. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of New York without regard to conflicts of laws rules; provided, however, that GE Capital shall be entitled to file, record or deposit this Assignment in the appropriate office(s) pursuant to Section 11301 of the Interstate Commerce Act or in such other offices as may be appropriate in the jurisdiction in which the Railcars is operated.

Section 4.7. Successors and Assigns. This Assignment shall be binding upon Guarantor and inure to the benefit of GE Capital and its successors and assigns. Guarantor shall not, without the prior written consent of GE Capital, assign or delegate its obligations hereunder.

Section 4.8. Severability. The provisions of this Assignment are severable and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Assignment in any jurisdiction. Without limiting the generality of the foregoing, the parties hereto intend that the security interest created by this Assignment and securing the Liabilities shall be severable, and if any portion of the Liabilities shall be invalid, unenforceable or void under applicable law, then the security interest created by this Assignment shall be invalid, unenforceable or void solely to the extent of such invalidity, unenforceability or avoidance of such portion of the Liabilities without rendering the remainder of the security interest created by this Assignment unenforceable, invalid or void.

4.9. Further Assurances. Guarantor will, from time to time, do and perform any other act or acts and will execute, acknowledge, and deliver, and file, register, and record (and will re-file, re-register and re-record whenever required) any further instrument, including any extensions and renewals thereof, required by law or reasonably requested by GE Capital in order to confirm or further assure the interests of GE Capital hereunder.

4.10 Termination. Upon the (i) satisfaction in full of all obligations of TCL to GE Capital which are secured by the Guaranty, (ii) the termination or expiration of any commitment of GE Capital to extend credit to Guarantor, (iii) written request for termination hereof delivered by Guarantor to GE Capital, and (iv) written release delivered by GE Capital to Guarantor, this Assignment and the security interest created thereby shall terminate.

IN WITNESS WHEREOF, Guarantor has caused this Assignment to be duly executed all as of the date first above written, and the undersigned hereby declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

TRINITY CHEMICAL INDUSTRIES, INC.

By: *Richard M. Fennore*  
Title: *President*  
Date: *6-18-98*

ATTEST:

By: *Jerry B. [Signature]*  
Title: *VP*  
Date: *6-18-98*

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# SCHEDULE 1

## RAILCARS

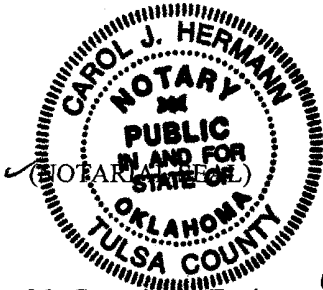
No.	Year Built	Car Marks Old	Car Marks New	Description
1	1979	NATX 72572	TCIX 72572	20MG EC/I
2	1981	NATX 72836	TCIX 72836	20MG EC/I
3	1980	NATX 72639	TCIX 72639	20MG EC/I
4	1980	NATX 72693	TCIX 72693	20MG EC/I
5	1980	NATX 72694	TCIX 72694	20MG EC/I
6	1980	NATX 72718	TCIX 72718	20MG EC/I
7	1980	NATX 72764	TCIX 72764	20MG EC/I
8	1980	NATX 72781	TCIX 72781	20MG EC/I
9	1979	NATX 72584	TCIX 72584	20MG EC/I
10	1979	NATX 72592	TCIX 72592	20MG EC/I
11	1979	NATX 72595	TCIX 72595	20MG EC/I
12	1979	NATX 72597	TCIX 72597	20MG EC/I
13	1979	NATX 72599	TCIX 72599	20MG EC/I
14	1979	NATX 72586	TCIX 72586	20MG EC/I
15	1979	NATX 72590	TCIX 72590	20MG EC/I
16	1979	NATX 72591	TCIX 72591	20MG EC/I
17	1979	NATX 72593	TCIX 72593	20MG EC/I
18	1979	NATX 72596	TCIX 72596	20MG EC/I
19	1981	NATX 72890	TCIX 72890	20MG EC/I
20	1981	NATX 72891	TCIX 72891	20MG EC/I
21	1981	NATX 72892	TCIX 72892	20MG EC/I
22	1981	NATX 72894	TCIX 72894	20MG EC/I
23	1973	PTLX 120110	TCIX 120110	20MG NC/NI
24	1973	PTLX 120112	TCIX 120112	20MG NC/NI
25	1973	PTLX 120143	TCIX 120143	20MG NC/NI
26	1973	PTLX 120145	TCIX 120145	20MG NC/NI
27	1974	PTLX 120225	TCIX 120225	20MG NC/NI
28	1974	PTLX 120247	TCIX 120247	20MG NC/NI
29	1975	PTLX 120271	TCIX 120271	20MG NC/NI
30	1975	PTLX 120276	TCIX 120276	20MG NC/NI
31	1975	PTLX 120277	TCIX 120277	20MG NC/NI
32	1967	NATX 22357	TCIX 22357	20MG NC/NI
33	1968	PLCX 120392	TCIX 120392	20MG NC/NI
34	1973	PTLX 120149	TCIX 120149	20MG NC/NI
35	1979	PLCX 120343	TCIX 120343	20MG NC/NI
36	1979	PLCX 120361	TCIX 120361	20MG NC/NI
37	1979	PLCX 120382	TCIX 120382	20MG NC/NI
38	1979	PLCX 120383	TCIX 120383	20MG NC/NI
39	1979	PLCX 120384	TCIX 120384	20MG NC/NI
40	1979	PTLX 120272	TCIX 120272	20MG NC/NI
41	1979	PLCX 221009	TCIX 221009	20MG EC/I
42	1980	PLCX 221148	TCIX 221148	20MG EC/I
43	1980	PLCX 221261	TCIX 221261	20MG EC/I
44	1980	PLCX 221295	TCIX 221295	20MG EC/I
45	1980	PLCX 221298	TCIX 221298	20MG EC/I
46	1974	PTLX 082012	TCIX 082012	20MG NC/NI
47	1972	PTLX 120109	TCIX 120109	20MG NC/NI
48	1972	RTMX 002058	TCIX 002058	20MG NC/NI
49	1972	RTMX 002068	TCIX 002068	20MG NC/NI
50	1976	RTMX 2296	TCIX 2296	23.5MG EC/I

STATE OF OKLAHOMA)

) SS:

COUNTY OF TULSA )

On this 18<sup>th</sup> day of June, 1998, before me personally appeared Richard Fenimore, to me personally known who, being by me duly sworn, says that he is the President of Trinity Chemical Industries, Inc. Oklahoma corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



*Carol J. Hermann*  
Notary Public

My Commission Expires: March 22, 2001

## SCHEDULE 2

### LEASES

That certain Tankcar Service Agreement (including all Schedules, Attachments, Amendments, Addendums and Riders thereto) by and between Trinity Chemical Industries, Inc. and UCB Chemicals Corporation dated April 1, 1998.

That certain Lease Of Railroad Equipment (including all Schedules, Attachments, Amendments, Addendums and Riders thereto) by and between Trinity Chemical Industries, Inc. and ICI Americas Inc. dated December 1, 1989.

That certain Tankcar Rental Agreement (including all Schedules, Attachments, Amendments, Addendums and Riders thereto) by and between Trinity Chemical Industries, Inc. and AMVAC Chemical Corporation dated June 6, 1990.

That certain Tankcar Rental Agreement (including all Schedules, Attachments, Amendments, Addendums and Riders thereto) by and between Trinity Chemical Industries, Inc. and GIRSA, Inc. dated November 21, 1997.

That certain Tankcar Service Agreement (including all Schedules, Attachments, Amendments, Addendums and Riders thereto) by and between Trinity Chemical Industries, Inc. and Kerr McGee Chemical, L.L.C. dated April 28, 1998.

That certain Lease Of Railroad Equipment (including all Schedules, Attachments, Amendments, Addendums and Riders thereto) by and between Trinity Chemical Industries, Inc. and Oregon - California Chemicals, Inc. dated June 1, 1990.

That certain Tankcar Rental Agreement (including all Schedules, Attachments, Amendments, Addendums and Riders thereto) by and between Trinity Chemical Industries, Inc. and ~~U.S.P.C.I./Solvent Service, Inc. dated January 4, 1995.~~ *Le: Flow Environmental Services (San Jose), Inc. dated June 18, 1998.*